

DEED OF IRREVOCABLE UNDERTAKING

Date: 10 November 2022

To: The Board of Directors
Lai Sun Development Company Limited (the “**Company**”)

The Board of Directors
Haitong International Securities Company Limited (the “**Underwriter**”)

Dear Sirs,

Re: Proposed issue of the Rights Shares by the Company on the basis of one (1) Rights Share for every two (2) existing Shares held on the Record Date (the “Rights Issue”)

1. In this Deed, the following expressions shall have the following meanings unless the context otherwise requires.

“ Board ”	the board of Directors
“ Director(s) ”	the director(s) of the Company
“ Dr. Peter Lam ”	Dr. Lam Kin Ngok, Peter
“ GO Obligation ”	the obligation to make a general offer under Rule 26 of the Takeovers Code
“ Hong Kong ”	the Hong Kong Special Administrative Region of the People’s Republic of China
“ Latest Time for Acceptance ”	4:00 p.m. on 23 December 2022, or such later time or date as may be agreed by the Company and the Underwriter in writing, being the latest time and date for acceptance of and payment for the Rights Shares
“ Listing Rules ”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“ LSG ”	Lai Sun Garment (International) Limited, a company incorporated in Hong Kong with limited liability under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the issued shares of which are listed and traded on the Main Board of the Stock Exchange (Stock Code: 191) and is the ultimate holding company of the Company
“ LSG Subsidiaries ”	Joy Mind Limited, a company incorporated in Hong Kong with limited liability, and Zimba International Limited, a company

incorporated in the British Virgin Islands with limited liability, both being wholly-owned subsidiaries of LSG and together with LSG beneficially owned an aggregate of 515,389,531 Shares as at the date hereof

“Non-Qualifying Shareholder(s)”	the Overseas Shareholder(s) in respect of whom the Board, after making relevant enquiries with the legal advisers in the relevant jurisdictions, considers it necessary or expedient not to offer the Rights Shares to such Overseas Shareholder(s) on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place
“Overseas Shareholder(s)”	the Shareholder(s) whose registered address(es) as shown in the register of members of the Company as at the close of business on the Record Date is/are outside Hong Kong
“PAL(s)”	the provisional allotment letter(s) to be issued to the Qualifying Shareholders in connection with the Rights Issue
“Prospectus”	the prospectus to be issued by the Company in connection with the Rights Issue
“Prospectus Documents”	the Prospectus and the PAL
“Public Float”	the percentage of Shares held by the public
“Qualifying Shareholder(s)”	Shareholder(s), whose name(s) appear(s) on the register of members of the Company as at the close of business on the Record Date, other than the Non-Qualifying Shareholder(s)
“Record Date”	8 December 2022, or such other date as the Company and the Underwriter may agree in writing, being the date by reference to which entitlements of the Shareholders to participate in the Rights Issue will be determined
“Registrar”	Tricor Tengis Limited, the Company’s share registrar and transfer office
“Rights Share(s)”	not less than 484,442,943 new Shares and not more than 489,681,061 new Shares to be allotted and issued pursuant to the Rights Issue
“Scaled-down PAL Shares”	such number of Rights Shares applied for under the PAL(s) which would, if allotted by the Company, result in either the triggering of a GO Obligation on the part of the applicant or the Public Float is further decreased from its current percentage as at the date of this Deed

“Share(s)”	ordinary share(s) in the share capital of the Company
“Share Options”	the total of 10,962,687 outstanding share options to subscribe for 10,962,687 Shares granted under the existing and the former share option schemes of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the subscription price of HK\$1.64 for each Rights Share under the Rights Issue
“Takeovers Code”	the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong
“Undertaking Covenantors”	collectively, Dr. Peter Lam and LSG

2. We hereby jointly and severally confirm, undertake, represent and warrant to you that from the date hereof up to and including the Record Date, we are and will remain legally and/or beneficially interested in an aggregate of 516,040,136 Shares (representing approximately 53.26% of the entire issued share capital of the Company), of which 515,389,531 Shares (representing approximately 53.19% of the entire issued share capital of the Company as at the date hereof) are owned by LSG and the LSG Subsidiaries and 650,605 Shares (representing approximately 0.07% of the entire issued share capital of the Company as at the date hereof) are owned by Dr. Peter Lam.
3. We jointly, severally, irrevocably and unconditionally undertake and warrant to the Company and the Underwriter that:-
 - (i) (a) each of us will not sell, dispose of or transfer, or agree to sell, dispose of or transfer any of the Shares held by us or any one of us, and (b) LSG will procure the LSG Subsidiaries not to sell, dispose of or transfer, or agree to sell, dispose of or transfer any of the Shares held by any of the LSG Subsidiaries, from the date hereof to the date of completion of the Rights Issue;
 - (ii) we will respectively subscribe or procure the subscription (as the case may be) for and pay for in full, on the terms and conditions of the Prospectus Documents, the number of Rights Shares set out below (the “**Undertaken Shares**”) at the Subscription Price (or any other subscription price as announced by the Company pursuant to the Rights Issue) which will constitute all the provisional allotment of Rights Shares in respect of the Shares legally and/or beneficially owned by each of us pursuant to the terms of the Rights Issue, prior to the Latest Time for Acceptance; and

Aggregate number of Rights Shares to be subscribed for by LSG and the LSG Subsidiaries:

257,694,765

Number of Rights Shares to be subscribed for by Dr. Peter Lam:

325,302

- (iii) we will respectively lodge or procure the lodging of acceptances in respect of the Undertaken Shares with the Registrar or the Company, with payment in full therefor in cash (whether by cheque, bank cashier's order or such other form as the Company may approve), in accordance with the terms and conditions of the Prospectus Documents prior to the Latest Time for Acceptance.
4. I, Lam Kin Ngok, Peter, further irrevocably and unconditionally undertake and warrant to you that I will not exercise any of the Share Options I hold as at the date hereof, comprising a total of 486,452 underlying Shares, from the date hereof to the Record Date.
 5. In the event that we should fail to comply with the undertakings given in Clause 3 above, without prejudice to any other rights or remedies available to the Company or the Underwriter, we hereby jointly, severally, irrevocably and unconditionally authorise the Company (unless otherwise agreed in writing with the Underwriter) to (i) treat this Deed as our and/or the LSG Subsidiaries' acceptance of such number of Undertaken Shares (as specified in Clause 3(ii) above) allotted to each of us and/or the LSG Subsidiaries, respectively, on the terms and conditions of the Prospectus Documents, to allot and issue the same in our and/or the LSG Subsidiaries' respective names and to procure the registration of the same in our and/or the LSG Subsidiaries' respective names; and (ii) forthwith make full payment of the subscription monies for such number of Undertaken Shares (as specified in Clause 3(ii) above) offered to each of us and/or the LSG Subsidiaries, respectively.
 6. This Deed shall be binding upon and enure for the benefit of our respective administrators, executors, personal representatives and successors.
 7. This Deed shall lapse and the covenants set out herein shall cease to have effect if the Rights Issue does not become unconditional by 4:00 p.m. on 4 January 2023. In such case, we shall have no claim against the Company or the Underwriter, and the Company and the Underwriter shall have no claim against us.
 8. This Deed is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region. We hereby irrevocably accept and submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

[Signature page to follow]

